



**Great Falls Public School  
Food and Nutrition Services  
1100 4<sup>th</sup> Street South  
PO Box 2429  
Great Falls, MT 59403**

**Great Falls Public School 2021-2022 Produce Bid**

**Due Date and Time:**

**July 27, 2021  
2:00 PM Local Time**

**Type of Contract:** Request for Pricing  
Cost Plus/FIXED FEE per CASE  
All or Nothing

**Period of Contract:** August 1, 2021-July 31, 2022

**Contact Information**

**Bid Contact:**  
Jessa Youngers, Food Service Supervisor

**Issue Date:**  
June 11, 2021

**Phone: (406) 268-6047  
Fax: (406) 268-7461  
Email: jessa\_youngers@gfps.k12.mt.us**

**Instructions to Bidders**

All proposals must be submitted by electronic mail in the correct format. All electronic responses will be kept in a secure file and will not be available for access until the stated date and time of opening.

Subject Line Must Include GFPS Produce Bid and Your Company's Name

Proposal submission should include:

1. Cover Letter
2. Vendor Invoice Worksheet including proposed Fixed Fee per Case, Attachment #1
3. Vendor Proof of Purchase
4. An example of weekly produce offerings
5. Attachment #2, Vendor Bid Form
6. Attachment #3, Lobbying Certification

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## Standard Terms and Conditions

**By submitting a response to this request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to the solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** Each item must be specifically addressed according to the description in the Vendor Bid Specifications. Vendors taking exception to any requirements listed may be found nonresponsive. The District reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the District, or their authorized agents, access to any records necessary to determine contract compliance. Contractor agrees to create and retain records supporting the services rendered or supplied delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

**ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract.

**AUTHORITY:** The attached bid, request for proposal, limited solicitation or contract is issued under authority of Montana Code Annotated, MCA 20-9-204 section 4.

**COMPLIANCE WITH LAWS:** Contractors shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specification of the contract shall be granted without the Districts prior written consent.

**DEBARMENT:** Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by a governmental department or agency.

**DISABILITY ACCOMMODATIONS:** The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept

the award (PO/Contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the District.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the District, board of directors, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, except the sole negligence of the District, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure submission through the designated method and by the designated time.

**SHIPPING/PRICING:** All supplies shall be shipped prepaid, F.O.B Destination, and include all charges that may be incurred in fulfilling the terms of the Agreement.

**WARRANTIES:** Contractor warrants that the products offered conform to the specification requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

## SECTION 1: GENERAL REQUIREMENTS

### **1.0 Introduction**

Great Falls Public Schools (hereinafter referred to as “the District”) is soliciting bids for PRODUCE to be distributed to recipient schools during the 2021-22 school year (August 1, 2021-July 31, 2022). A more complete description of the items sought is provided within Cost Plus/Fixed Fee, All or Nothing– Request for Pricing. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

These prices can be made available (without changes to specifications) to other tax supported entities. However, all authority to make decisions with regard to specifications, limitations and item lists is retained by the District.

### **1.1 Background**

The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Montana Office of Public Instruction (OPI).

Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The District must comply with the requirements “passed down” to it from Congress, Office of Management and Budget (OMB), USDA and the OPI, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP); when applicable
- 7 CFR Part 215 Special Milk Program (SMP); when applicable
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program; when applicable
- 7 CFR Part 3016 and/or Part 3019; when applicable
- 7 CFR Part 3052 Audit Requirements
- USDA and OPI program regulations, guidance and instructions
- State law, regulations and policies that are not in conflict with federal requirements
- Local law, regulations and policies that are not in conflict with federal requirements

### **1.2 Period of Contract**

This agreement shall cover the period from August 1, 2021 through July 31, 2022.

This contract may be renewed for a period of up to three (3) successive contract periods.

### **1.3 Instructions to Bidders**

#### **1.3.1 Contract Manager Contact Information:**

Contract Manager: Jessa Youngers  
Telephone Number: 406-268-6047  
Address: 1100 4<sup>th</sup> Street South, Great Falls, MT 59405  
E-Mail Address: [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us)

**1.3.2 Examination of Solicitation Documents:** Bidders are responsible for examining the solicitation documents issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder.

**1.3.3 Estimated Quantities:** The quantities specified on the RFP Forms are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered and shall not be construed to represent any amount which the District shall be obligated to purchase. The estimated quantities do represent the best good faith estimate of the number of items that will be required. No proposal will be considered which stipulates that the District guarantee to order a specific quantity of any item.

Actual purchases could be affected by the availability of USDA funding/entitlement for DoD Fresh produce.

#### **1.3.4 Time Schedule:**

June 10, 2021 Solicitation Date  
June 23, 2021 Request for Information Cut-Off at 2:00 p.m., MST  
July 27, 2021 Bid Proposal Due Date at 2:00 p.m., MST

**1.3.5 Request for Information:** Any questions concerning the RFP should be directed to Jessa Youngers at [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us). All questions must be submitted by the information cut-off date listed above. Questions received after this date will not be considered. Answers to the questions will be posted on the Great Falls Public Schools website with proposal information for all prospective respondents to view.

**1.4 Bid Submission** To complete the bid the following items need to be filled out and/or returned:

**1.4.1 Bids Must Be Submitted Via Email to [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us)** no later than 2:00 PM, local time, Tuesday, July 27, 2021.

**1.4.2 Pricing and Variable Costs:** The District recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. The District is seeking proposals using a “cost plus” pricing method. Cost plus pricing recognizes the variable market fluctuations to the Vendor while guaranteeing the District’s case markup does not fluctuate throughout the year.

**1.4.3 Vendor Invoice Worksheet:** Please fill out and return Attachment #1: *Vendor Invoice Worksheet*, and provide corresponding copies of original purchase invoices for the items listed.

Under the Product Specification column on the *Vendor Invoice Worksheet*, please provide the vendor product description, size, and case weight. For the purposes of evaluation, please provide the PO cost and freight in the appropriate columns and based on vendor prices for the week of June 21, 2021. Please provide your proposed case markup in the Fixed Fee per Case column. This markup will remain firm for the full school year of purchases August 1, 2021 through July 31, 2022.

Prices quoted should not include excise or other exempt taxes. While not used for the purposes of evaluating the proposed Fixed Fee per Case, see Attachment #4 or an example of other items and quantities that have purchased historically. Many of these items have been purchased under the Fresh Fruit and Vegetable Program.

**1.4.4 Vendor Proof of Purchase:** Please provide corresponding copies of original purchase invoices for the items listed in Attachment #1: Vendor Invoice Worksheet and from the week of June 21, 2021.

**1.4.5 Units of Purchase:** Units of purchase have been specified within Attachment #1: Vendor Invoice Worksheet. When a vendor wishes to quote a pack size which is different from the unit specified in the Description column, a different size may be quoted, but the total quantity must be adjusted appropriately and all information provided.

**1.4.6 Weekly Produce Listings:** The District expects to receive digital weekly produce offerings and market reports. Pricing listed in the weekly offering list must show Vendor cost plus the agreed-upon Fixed Fee per Case. For Example:

01635	Apple, Half CTN Local	20#	17.00
10355	Melon, Cantaloupe	12 CT	27.75
10023	Apple, Gala	138 CT	29.90

Please provide an example of your company's weekly produce offering for the week of June 21, 2021 with your response to this proposal.

**1.4.7 Late Bids:** Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder's sole risk to assure delivery via email by the designated time.

**1.4.8 Withdrawal:** Proposals may be withdrawn with written notice from the agent who signed the original document. Once submitted, documents become the property of the District. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information after opening will be grounds to reject the proposal.

## **1.5 Bid Awards**

**1.5.1 Basis for Award:** Bid award, if made, will be based on all or nothing pricing to the responsive and responsible bidder who offers the lowest cost to the District in accordance with the estimated quantities needed, ability to meet the delivery and other specifications set forth.

**1.5.2 Award Timeline:** After opening of the proposals, the official award date will be no later than the week of August 9, 2021.

**1.5.3 Bid Assessment:** The RFP forms will be analyzed for integrity regarding pack sizes, grade specifications, etc. All questions that arise during this process will be forwarded to the appropriate vendor contact person. Each vendor is encouraged to provide pricing on any available products which meet the specification. The bid award will normally be made based on the scoring rubric outlined below, but the right is reserved to make the award to other than the highest scorer when it is in the best interest of the District. The District will be the sole judge as to the conditions affecting such interest. The District

reserves the right to check a sufficient number of references as a deciding factor. The District reserves the right to waive any and all formalities and irregularities and to reject any or all bids and add or delete item quantities. Should the RFP contain items that are not bid, the District reserves the right to negotiate with any vendor or award to another vendor.

Scoring Rubric –

A. Proposed Fixed Fee per Case	(40 points)
B. Ability to deliver per proposed schedule	(30 points)
C. Inclusion of Vendor’s original invoices for products listed in Attachment #1	(10 points)
D. Inclusion of example of Vendor’s weekly produce offerings	(10 points)
E. Ability to provide Excel velocity reports as requested	(10 points)
Total	(100 points)

1.5.4 Product Rejection: Any awarded product that subsequently does not conform to quality expectations may be dropped or changed. The District will provide 30 days advance written notice when and if this occurs. Each successful contractor will be given the opportunity to rebid an alternate item as appropriate.

<b>SECTION 2: ORDERING AND DELIVERY REQUIREMENTS</b>
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**2.1 ORDERING REQUIREMENTS**

2.1.1 Ordering. The District uses NutriKids Purchasing program for orders from the schools. Weekly orders come from NutriKids and will be emailed to the sales representatives in the form of a PDF file. Orders done on a monthly basis are in an excel spreadsheet and will be sent to sales representatives via email. The District will not utilize a Vendor-based on-line ordering system. Please supply the contact information for ordering purposes on Attachment #2.

2.1.2 Promotions. If manufacturers’ agents or brokers desire to promote a product, approval must be obtained from the Foodservice Director. Individual schools are not to be visited. The Foodservice Director will hold a meeting to present products to the appropriate audience.

Product promotions, sale pricing, handling of credits, etc., will be handled for each school through the Food Service Director and a contractor representative.

2.1.3 Shortages and Re-procurement. In the event that the contracted Vendor does not provide products in a timely manner or experiences shortages, the District reserves the right to purchase products elsewhere to cover the orders that were not or will not be fulfilled.

2.1.4 Velocity Reports. The chosen Vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by site and consolidated reports shall be provided at the Districts request. Reports must have the ability to contain the following information:

1. Item Name
2. Item Size
3. Pack Size
4. Type of Produce (Fruit or Vegetable)
5. Country of Origin
6. State of Origin
7. Quantity Purchased

8. Item Price or Total Sales

9. Average Price

**2.1.5 Recalls.** Vendors shall take immediate action to correct any situation when product integrity is violated. In the event of a mandatory or voluntary recall, the Vendor shall remove or authorize disposal of all recalled product from the District immediately, and shall replace the product with new product at no cost to the District as soon as possible. If replacement is not available or possible, credits shall be issued for all recalled product.

## **2.2 DELIVERY REQUIREMENTS**

**2.2.1 Contractor Supply.** *The contractor shall maintain sufficient merchandise levels at all times to insure that there is little, if any, interruption in service in meeting the needs of the District.* The contractor must notify the District Foodservice Director or Food Service Office of anticipated shortages or changes in packing at least 72 hours prior to delivery of such items. Contact should be made during business hours (7:30 AM to 4:30 PM), Monday through Friday, by calling 268-6047 or via email to [claire.kimbrell@gfps.k12.mt.us](mailto:claire.kimbrell@gfps.k12.mt.us) and [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us).

**2.2.2 Delivery Schedules.** The delivery schedule will be as follows:

Delivery Days:

Monday and Thursday to the following schools:

Paris Gibson Education Center: 2400 Central Ave	268-6617	Between 5:00 AM and 7:30 AM
Great Falls High School: 1900 2 <sup>nd</sup> Ave South	268-6298	Between 5:45 AM and 7:30 AM
CMR High School: 228 17 <sup>th</sup> Ave NW	268-6158	Between 5:00 AM and 7:30 AM
East Middle School: 4040 Central Ave	268-6458	Between 6:00 AM and 7:30 AM
North Middle School: 2601 8 <sup>th</sup> Street NE	268-6551	Between 6:00 AM and 7:30 AM
GFPS Central Warehouse: 1100 4 <sup>th</sup> Street S	268-6066	Between 7:30 AM and 9:00 AM

Fresh Fruit and Vegetable Program: Deliveries will be made to the following elementary schools weekly, on Monday, no later than 10:00 AM.

Chief Joseph Elementary: 5305 3 <sup>rd</sup> Ave S	268-6675
Giant Springs Elementary: 520 32 <sup>nd</sup> Street N	268-7067
Lewis and Clark Elementary: 3800 1 <sup>st</sup> Ave S	268-6705
Lincoln Elementary: 624 27 <sup>th</sup> Street S	268-6827
Longfellow Elementary: 2501 2 <sup>nd</sup> Ave N	268-6883
Morningside Elementary: 4119 7 <sup>th</sup> Ave N	268-6967
Mountain View Elementary: 3420 27 <sup>th</sup> Street S	268-6840
Sunnyside Elementary: 1800 19 <sup>th</sup> Street S	268-7142
Valley View Elementary: 900 Ave A NW	268-6945
West Elementary: 1205 1 <sup>st</sup> Ave NW	268-7218
Skyline Early Learning Family Center: 3300 3 <sup>rd</sup> Street NE	268-7551
Whitter Elementary: 305 8 <sup>th</sup> Street NE	268-7343

Delivery days shall remain constant from week to week with the exception of weeks when holidays or closed days (inclement weather, teacher workdays etc.) fall on a scheduled delivery day, deliveries shall be made on the next school day or as mutually agreed upon. School calendars can be located under the "Calendars" tab at [www.gfps.k12.mt.us/gfps](http://www.gfps.k12.mt.us/gfps)



2.2.3 Emergency School Closure: The Vendor is responsible for monitoring the status of school closures either on the local news or at [www.gfps.k12.mt.us/gfps](http://www.gfps.k12.mt.us/gfps) and contacting the District to arrange delivery schedule adjustments when necessary.

2.2.4 Delivery Delays: The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc. by calling the appropriate District contact as soon as the delay occurs.

2.2.5 Minimum Shipments. Minimum shipments shall not apply to this Agreement. However, the Food Service Director will make a concerted effort to consider increasing drop shipment sizes as able.

2.2.6 Out of Stock. If the contractor is temporarily out of stock of a particular item, he may deliver an equal or superior product with the *same nutritional value* at an *equal or lower price*, with prior approval of the Food Service Director.

However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should only exist in “emergency” situations. Frequent substitutions or failure to fulfill the order-to-fill ratio requirements may be cause for cancellation.

2.2.7 Discontinued Product. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to Jessa Youngers. Letters from brokers and distributors are not acceptable in lieu of a manufacturer’s letter.

2.2.8 Cancellations/Rejections. Each school reserves the right to cancel part or all of an order without penalty or service charge. Each school reserves the right to inspect goods upon delivery and return said product should the condition or quality of the product be deemed unsatisfactory as determined by authorized school employees. For items that are identified as unsatisfactory upon receipt, the contractor driver shall take said items back and deduct the appropriate dollar amount on all copies of invoices before the school divisions will accept the remaining items on the invoice.

For products that the production manager or other authorized school employee determines to be unsatisfactory after receipt, upon notification, the contractor shall issue a “credit” or “pick-up authorization.”

2.2.9 Deliveries. All items will be delivered to and placed within the building for which they are purchased. Tailgate delivery or dark drops will not be accepted. **All items are to be completely delivered, unloaded, and placed in the designated storage area within the building.**

The contractor driver may not leave the premises until an authorized school employee has signed for the delivery.

The contractor will provide and maintain in a sanitary manner refrigerated delivery trucks on which fresh produce is delivered. The successful contractor shall adhere to HACCP principals and standards during procurement, storage, and delivery.

<b>SECTION 3: SPECIFICATIONS AND PRICING</b>
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**3.0 Requirements**

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the District. Specific Brand (where noted) and/or manufacturer product numbers are given for purposes of identification and to denote the standard of quality desired and do not, in any way, restrict

bidders to specific brands or manufacturers. In some cases a specific product may be noted as “Not Acceptable” based on previous use/sampling.

If there is any deviation in the pack, source, quality, etc. of an item requested, from that described in the specifications, the difference must be clearly indicated. The bidder must also be prepared to provide a sample if requested. If there is a deviation in the pack of an item, and all else appears to satisfy the specifications as described, the District reserves the right, for evaluation purposes only, to reduce such a deviation to a common denominator, so that equal quantities are considered for all bidders.

**3.1 Samples**

The District reserves the right to require a bidder to furnish samples of any item on which he submits a bid within five (5) working days after the request is made. The samples must be furnished FREE of charge, clearly marked “SAMPLE” and delivered to:

Great Falls Public Schools  
Food and Nutrition Services  
1100 4<sup>th</sup> Street South  
Great Falls, MT 59405

These samples become the property of the District.

**For bid item numbers that specifically request a sample, contractors are encouraged to submit these when submitting the Bid.** Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will require rejection of the bid for that particular item.

Failure to submit the requested sample shall be just cause for elimination of the bidder from further consideration for award of that item.

**3.2 Buy American Provision**

As a sponsor of the National School Lunch and School Breakfast Programs, the District will consider only applicable products which comply with the requirements of the “Buy American” Act.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines “domestic commodity or product” as one that is produced and processed in the United States, substantially using agricultural commodities that are produced in the United States. The report accompanying the legislations stipulated “substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

**3.3 Pricing**

All pricing shall remain firm for the duration of the contract except for the following condition:

Contractors and the District agree price adjustments may be made during the contract under the following conditions:

When the US National Average Diesel Fuel Index is:

AT LEAST	BUT LESS THAN	FUEL SURCHARGE AMOUNT
115 cents	120 cents	0.5%
120 cents	125 cents	0.5%

125 cents	130 cents	1%
130 cents	135 cents	1.5%
135 cents	140 cents	2%
140 cents	145 cents	2.5%
145 cents	150 cents	3%
150 cents	155 cents	3.5%
155 cents	160 cents	4%

At 160 cents and above, the fuel surcharge will increase 0.5% with each five cent increase in the weekly fuel index. The fuel surcharge is to be adjusted on Tuesday of each week based on the US National Average Diesel Fuel Index of the prior Monday. The latest Diesel Fuel Index can be determined by calling the US Departments of Energy (1-202-586-6966).

The District reserves the right to contact manufacturers, brokers or other independent sources regarding the prevailing market conditions which warrant a price increase. Substantial midyear price increases without independent justification shall give the District just cause to bar from subsequent bid submissions.

**SECTION 4: BILLING AND PAYMENT REQUIREMENTS**

**4.0 Invoices:** Each invoice shall indicate food sub-total and non-food sub-total.

**4.1 Statements:** A separate statement for each school will be prepared monthly. Statements will be forwarded no later than three (3) days after the last working day of the month to the appropriate school division as well as emailed to [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us).

Statements must contain:

Name and number of the school.

The total of each individual invoiced delivery for the period.

The total for all credits from shortages or damaged products for the period.

The total of all invoiced deliveries for the period (balance).

**4.2 Payments:** Payment shall be mailed after satisfactory performance of the contract, in accordance with all the provisions thereof, unless unusual circumstances exist. This will be no later than 20 days from the last day of the billing period.

**SECTION 5: SPECIAL TERMS AND CONDITIONS**

**5.0 Food Laws and Inspection:** All products specified herein shall be processed, packaged and delivered in accordance with regulation of the Montana Department of Health, US Department of Agriculture and requirements of the Federal Food, Drug and Cosmetic Act.

All fresh and refrigerated products shall be free from spoilage.

An authorized representative of the District shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract

The contractor must utilize Hazard Analysis Critical Control Point (HACCP) principals and systems to insure that food is purchased, stored and distributed in a sanitary manner. The contractor HACCP plan must be

provided upon request. The contractor is encouraged to provide food temperature documentation records upon request.

## **5.1 Buyer/Contractor Relationship**

**5.1.1** The contractor is expected to interface with packers on problems related to product pack and quality.

**5.1.2** The contractor is encouraged to offer educational in-service and other value added services and will be considered at time of award.

**5.1.3** The District shall provide the contractor with menus upon request.

**5.1.4** The successful contractor shall provide copies of nutritional analysis, Child Nutrition labels and ingredient statement information for all items within 15 days of bid award

**5.1.5** Upon Foodservice Director request, the contractors shall be able to provide historical data on the number of awarded bid items delivered as of a certain date. This information will primarily be used for estimating quantities on subsequent bids.

**5.1.6** The successful contractors must provide a written statement on company letterhead stating that NO DELIVERY DRIVER who has been convicted of any offenses involving sexual molestation (or is currently under investigation) will be involved in the delivery of products to schools.

## **5.2 Non-Performance of Contract and Termination**

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

A At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

B An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

## **5.3 Equal Employment Opportunity**

In accordance with federal law and USDA policy, the Contractor and District are prohibited from discrimination on the basis of race, color, national origin, sex, age or disability. In addition, the District affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; Department of Labor Regulation (41/CFR, Part 60), and any additions or amendments thereto.

## **5.4 Clean Air Act and Water Pollution Control Act**

As specified in 7 CFR, Section 3016.36 (i)(12), the Distributor and the District must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the USDA and to the USEPA Assistant Administrator for Enforcement (EN-329).

**5.5 Suspension and Debarment, Voluntary Exclusion**

By signing this contract, the distributor certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred or voluntarily excluded.

Further, the Contractor agrees to notify the SFA by certified mail should the Contractor or any of its agents become debarred, suspended or voluntarily excluded during the term of this Contract

**5.6 Byrd Anti-Lobbying Amendment**

As specified in 31 U.S.C 1352 (Appendix II of 2 CFR Part 200 (j)), Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered in 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

**Attachment 2: Vendor Bid Form**

**Bidder Information**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Distribution Statement:**

\_\_\_\_\_ I certify that \_\_\_\_\_ is capable of meeting the  
(initials) delivery schedule and specifications as outlined in section 2.2

**Fixed Fee per Case:** \_\_\_\_\_

**Authorized Vendor Signature**

*Contact Proposal Submitted by:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 3: Lobbying Certification**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Distributor Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

(Printed Name and Title)

Date

Authorized Representative: \_\_\_\_\_

(Signature)

Date